



General terms and conditions HN Survey & Analysis B.V.

Definitions

1. HN Survey & Analysis B.V., established in Ridderkerk under Chamber of Commerce no. 81453639, hereinafter referred to as HNSA.
2. Customer: the party with whom HNSA has entered into an agreement.
3. Parties: HNSA and customer together.
4. Consumer: a customer who is also an individual and who acts as a private person.

Applicability of general terms and conditions

1. These terms and conditions apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of HNSA.
2. The parties can only deviate from these terms and conditions if they have explicitly agreed to this in writing.
3. The parties expressly exclude the applicability of additional and/or deviating general terms and conditions of the customer or third parties.

Prices

1. All prices that HNSA applies are in Euros, are exclusive of VAT and exclude any other costs such as administration costs, levies and travel, shipping or transport costs, unless explicitly stated or agreed otherwise.
2. All prices that HNSA applies for its products or services, which have been made known in any way, can change HNSA at any time.
3. The price for a service is determined by HNSA in agreement with the client and prior to customer acceptance of the service provided.
4. If the parties have agreed a total amount for a service by HNSA, it is always an estimated price, unless the parties have explicitly agreed in writing a fixed price, from which no deviation can be made.
5. HNSA is entitled to deviate up to 10% from the estimated price.
6. If the target price will be more than 10% higher, HNSA will inform the customer in time why a higher price is justified.
7. If the target price will be more than 10% higher, the customer has the right to cancel the part of the assignment, which exceeds the estimated price plus 10%. HNSA has the right to adjust the prices annually.
8. Prior to its entry, HNSA will notify the customer of price adjustments.
9. The consumer has the right to terminate the agreement with HNSA if he does not agree to the price increase.

Consequences of not paying in time

1. If the customer does not pay within the agreed period, HNSA is entitled to charge an interest of 1% per month from the day the customer is in default, whereby a part of a month is charged for a whole month.
2. In addition, if the customer is in default, he owes HNSA extrajudicial collection costs and damage compensation.
3. The collection costs are calculated on the basis of the Compensation Decree for extrajudicial collection costs (*Besluit vergoeding voor buitengerechtelijke incassokosten*).
4. If the customer does not pay in time, HNSA may suspend its obligations until the customer has fulfilled his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on the part of the customer, HNSA's claims against the customer are immediately due for payment.
6. If the customer refuses to cooperate in the execution of the agreement by HNSA, he is still obliged to pay the agreed price to HNSA.



Fulfilment of obligations

Unless the customer is a consumer, the customer waives the right to suspend the fulfilment of any obligation arising from this agreement.

Clearing

Unless the customer is a consumer, the customer waives his right to set off a debt to HNSA against a claim against HNSA.

Insurance

1. The customer undertakes to adequately insure and keep the following items insured against, among other things, fire, explosion and water damage as well as theft:
 - a. delivered goods that are necessary for the execution of the underlying agreement
 - b. HNSA items present at the customer's
 - c. goods delivered under retention of title
2. The customer gives the policy of these insurances for inspection at the first request of HNSA.

Warranty

Where the parties have entered into an agreement of a service nature, it contains only effort obligations for HNSA, no performance obligations.

Performance of the agreement

1. HNSA executes the agreement to the best of its knowledge and ability, and in accordance with the requirements of good craftsmanship.
2. HNSA has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place by mutual agreement and after written agreement and payment of any agreed advance by the customer.
4. It is the customer's responsibility that HNSA can start the execution of the agreement in a timely manner.
5. If the customer has not ensured that HNSA can start the execution of the agreement in a timely manner, the resulting additional costs and/or extra hours will be borne by the customer.

Provision of information by the customer

1. The customer makes all information, data and documents relevant for the correct execution of the agreement available to HNSA in a timely and desired form and in a desired manner
2. The customer is committed to the accuracy, completeness and reliability of the information, data and documents made available, even if they come from third parties, insofar as the nature of the agreement does not result otherwise.
3. If and to the extent requested by the customer, HNSA will return the relevant documents.
4. If the customer does not, not timely or not properly make the information, data or documents required by HNSA available and the execution of the agreement is delayed as a result, the resulting additional costs and extra hours will be borne by the customer.



Confidentiality

1. The customer keeps any information (in any form) that he receives from HNSA confidential.
2. The same applies to all other information concerning HNSA that the customer knows or can reasonably suspect to be secret or confidential, or which he can expect to cause harm to HNSA.
3. The customer shall take all necessary measures to ensure that he also keeps the information referred to in paragraphs 1 and 2 confidential.
4. The obligation of confidentiality described in this article does not apply to information:
 - a. which was already public before the customer heard this information or which later became public without this being the result of a breach of the customer's obligation of confidentiality
 - b. made public by the customer on the basis of a legal obligation
5. The obligation of confidentiality described in this article applies for the duration of the underlying agreement and for a period of 3 years after its expiry.

Penalty clause

1. If the other party violates the article of these general terms and conditions about confidentiality or about intellectual property, he forfeits an immediately due and payable fine for each violation for the purpose of trade name.
 - a. if the other party is a consumer, this fine amounts to € 1,000
 - b. if the other party is a legal person, this fine amounts to € 5,000
2. In addition, the other party shall forfeit an amount of 5% of the amount referred to in paragraph 1 for each day that that infringement continues.
3. No prior notice of default or legal proceedings is required for the foregoing of this fine. Nor does there have to be any form of damage.
4. The forfeit of the fine referred to in paragraph 1 of this Article shall be without prejudice to HNSA's other rights, including its right to claim compensation in addition to the fine.

Warranty

The customer indemnifies HNSA against all claims of third parties related to the products and/or services provided by HNSA.

Complaints

1. The customer must examine a product or service provided by HNSA as soon as possible for any shortcomings.
2. If a delivered product or service does not correspond to what the customer could reasonably expect from the agreement, the customer must inform HNSA as soon as possible, but in any case within 1 month after the shortcomings have been identified.
3. Consumers should inform HNSA no later than 2 months after the shortcomings have been identified.
4. The customer gives the most detailed description of the shortcoming, so that HNSA is able to respond adequately to this.
5. The customer must prove that the complaint relates to an agreement between the parties.
6. In any case, if a complaint relates to ongoing work, this cannot lead to HNSA being obliged to perform activities other than those agreed.



Notice of default

1. The customer must notify HNSA in writing of notice of default.
2. It is the responsibility of the customer that a notice of default actually reaches HNSA (in a timely manner).

Customer's joint and several liability

If HNSA enters into an agreement with multiple customers, each of them is joint and severally liable for the full amounts they owe to HNSA under that agreement.

Liability HNSA

1. HNSA is only liable for any damage that the customer suffers if and insofar as that damage is caused by intent or deliberate recklessness.
2. If HNSA is liable for any damage, it is only liable for direct damage resulting from or related to the execution of an agreement.
3. HNSA is never liable for indirect damage, such as consequential damage, lost profits, missed savings or damage to third parties.
4. If HNSA is liable, this liability is limited to the amount paid out by the (professional) liability insurance and in the absence of (full) payment by an insurance company of the damage amount, the liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photos, colours, drawings, descriptions on the website or in a catalogue are only indicative and only apply approximately and cannot give rise to compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiration period

Any right of the customer to compensation from HNSA expires in any case 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of Article 6:89 of the Civil Code.

Right to dissolution

1. The customer has the right to dissolve the agreement if HNSA fails to fulfil its obligations imputably, unless this shortcoming, due to its special nature or minor significance, does not justify the dissolution.
2. If the fulfilment of the obligations by HNSA is not permanent or temporarily impossible, dissolution can only take place after HNSA is in default.
3. HNSA has the right to dissolve the agreement with the customer, if the customer does not fully or not timely fulfil his obligations under the agreement, or if HNSA has taken note of circumstances that give him good reason to fear that the customer will not be able to properly fulfil his obligations.

Force majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a shortcoming of HNSA in the fulfilment of any obligation towards the customer cannot be attributed to HNSA in one of HNSA's independent situations, thereby preventing the fulfilment of its obligations towards the customer in whole or in part or preventing the fulfilment of its obligations from HNSA.



2. The force majeure situation referred to in paragraph 1 shall also include - but not exclusively - a state of emergency (such as civil war, rebellion, riots, natural disasters, etc.); non-performance and force majeure of suppliers, delivery companies or other third parties; unexpected power, electricity, internet, computer and telecom failures; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work interruptions.
3. If a force majeure situation occurs that prevents HNSA from fulfilling one or more obligations to the customer, those obligations will be suspended until HNSA can comply with them again.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. HNSA is not liable for any (damage) compensation in a force majeure situation, even if it benefits from any benefit as a result of the force majeure situation.

Amendment of the agreement

If, after the conclusion of the agreement for its implementation, it appears necessary to amend or supplement its content, the parties shall amend the agreement accordingly in a timely manner and by mutual agreement.

Change of general terms and conditions

1. HNSA is entitled to change or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. HNSA will discuss major substantive changes with the customer as much as possible in advance.
4. Consumers are entitled to terminate the agreement in the event of a substantial change in the general terms and conditions.

Transfer of rights

1. The customer's rights under an agreement between the parties cannot be transferred to third parties without the prior written consent of HNSA.
2. This provision is considered to be a clause with property law effect as referred to in article 3:83, second paragraph, Civil Code.

Consequences of nullity or voidability

1. If one or more provisions of these general terms and conditions prove null and void or voidable, this does not affect the other provisions of these terms and conditions.
2. In that case, a provision that is void or voidable shall be replaced by a provision closest to what HNSA envisioned in drawing up the conditions in that regard.

Applicable law and competent court

1. Every agreement between the parties is exclusively governed by Dutch law.
2. The Dutch court in the district where HNSA is established / holds practice / office has exclusive jurisdiction to take note of any disputes between the parties, unless the law requires otherwise.

Drawn up on 1 February 2021 in Ridderkerk.